

MASS. HS62.2:L12



LABOR SHORTAGE INITIATIVE:
ADMINISTRATION

REQUEST FOR PROPOSALS

MARCH 26, 1992



WILLIAM F. WELD
GOVERNOR

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
DEPARTMENT OF MEDICAL SECURITY

922/63

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1. INTRODUCTION

1.1. BACKGROUND

1.1.1. Legal Authority

The Department of Medical Security (DMS), under the authority of Section 83 of Chapter 23 of the Acts of 1988, as amended by section 131 of chapter 653 of the acts of 1989 is charged with the responsibility to develop and finance programs that address labor shortages facing hospitals. The Department is authorized to fund programs to, among other things, train health care workers; develop career ladders for the health care professions; and provide for the establishment of child care centers and support at hospitals and other health care facilities. These programs are funded through an assessment on each acute care hospital equal to one-tenth of one percent of the hospital's gross patient service revenues (GPSR).

1.1.2. Goals of the Labor Shortage Initiative

The primary goal of the Labor Shortage Initiative is to increase the supply and retention of qualified health care workers at hospitals. Through the DMS Labor Shortage Trust Fund, monies are provided to support the establishment or expansion of programs of training, education, career development, recruitment and support services, the planning or development of child care programs for health care workers and the development of articulation agreements among various levels of allied health training and nurse education programs. (Articulation agreements provide for the automatic granting of advanced standing by admitting institutions to students who have graduated from other specified programs and/or institutions.)

Organizations and institutions, for their part, are expected to maintain current program levels, so that monies from the Labor Shortage Fund can be targeted to the establishment of new programs or the expansion of existing ones. Further, organizations and institutions are expected to demonstrate inclusion in proposed programs of minorities, the disabled, welfare recipients, ex-offenders, older individuals, immigrants and refugees, veterans and other under- and unemployed groups as participants.

1.1.3. Labor Shortage Initiative Program Types

The Department provides funds for new programs and the expansion of existing programs as well as providing funds for demonstration programs on a statewide or regional basis. A demonstration program is a unique, innovative program model being developed, implemented and tested for the first time. The Department also provides funds for the continuation of programs funded through prior RFP cycles. Decisions regarding the funding of continuation programs are based upon the achievement of established performance goals, among other selection criteria.

The Department develops and finances programs that include, but not limited to, the following:

Training Programs

Training for specific categories of health care jobs -

Programs to increase the supply of nurses and allied health professionals through new or expanded skills or specialized training.

Articulation - New and expanded training programs were funded in the first year, but will require appropriate articulation agreements with lower level and/or higher level programs to be refunded in future years.

Articulation is the result of a formal process whereby various educational institutions agree to a common, comprehensive and equitable recognition of automatic credit for academic courses from other institutions. Articulation agreements may include provisions for granting automatic credit for knowledge gained through work experience. Examples of articulation are programs in which graduates of LPN programs are awarded automatic advanced standing in RN programs and graduates of qualified associate degree nursing programs and diploma nursing school programs are automatically eligible for advanced standing in BSN programs.

Career Development

Assessment and Career Planning - Programs that provide assistance in evaluating workers' educational and skill levels, clarifying career objectives, developing career plans, providing assistance with job search and placement into appropriate jobs and/or training or skills development programs in the health care field.

Career Ladders - Programs that provide opportunities for health care workers to move into more highly skilled health care-related jobs through upgrading of their skills and/or education.

Articulation Agreements - Articulation is recognized as an essential element in career ladders and planning grants to develop specific agreements will be financed under this fund.

Educational Programs

Basic Education - Programs that provide Adult Basic Education (ABE), English as a Second Language (ESL) and General Equivalency Diploma courses (GED) to new or existing health care workers.

Advanced Education - Programs of vocational training or post secondary education in health care-related fields.

Tuition Assistance - Programs that provide assistance with tuition, books or fees, etc. for health care-related courses.

Recruitment Programs

Programs aimed at the recruitment of high school and/or college students into health care training and career paths.

Programs aimed at the recruitment of populations such as re-entering older workers, non-practicing licensed nurses, minorities, the disabled, welfare recipients, immigrants and refugees, veterans and other under- and unemployed groups.

Attachment B: Labor Shortage Initiative Status Report: June, 1991 provides an overview of the LSI and a listing of the programs that have been funded as of June 1991.

1.1.4. Administration of LSI: Privatization Initiative

DMS collaborates with the Massachusetts Hospital Association (MHA) in the planning and implementation of the Labor Shortage Initiative (LSI). Since 1990, DMS has managed the LSI on a statewide basis and has carried out that responsibility through the following activities:

- ▶ Initiate and implement LSI policy
- ▶ Release of annual Requests for Proposals (RFPs)
- ▶ Proposal review and selection process
- ▶ Decisions regarding the funding of proposals
- ▶ Negotiation and execution of contract(s) with the administrator(s) of the funded proposals
- ▶ Monitoring and auditing of the administrator contract(s)
- ▶ On-going consultation with the MHA and the administrator contractor(s)

To date, the LSI has been administered by DMS through Intergovernmental Service Agreements (ISAs) with other state departments: the Department of Employment and Training (DET) and the Department of Public Health (DPH).

DMS will continue to manage the LSI as outlined above. However, DMS has earmarked the administration of programs funded by the LSI as a Privatization Initiative. In view of this decision, DMS is issuing an RFP to private corporations for the purpose of soliciting bids for the administration of those LSI programs that DMS designates for private administration. Programs to be privately administered will be selected from all programs funded as a result of the Perinatal Health Care Providers: Second Round RFP, March 18, 1992 and the Labor Shortage Initiative RFP: Third Round, September 25, 1992.

1.2. SCOPE OF WORK

1.2.1. Introduction

DMS intends to contract for the administration of approximately fifty-five (55) LSI programs comprised of approximately ten (10) perinatal health care provider programs and approximately forty-five (45) health care education and training programs.

An interested vendor may bid for the administration of the perinatal health care provider programs, only; the health care education and training programs, only; or both.

Vendors will be required to accomplish, at a minimum, the following performance objectives:

- ▶ To develop, negotiate and execute contracts with selected bidders in accordance with DMS requirements and within the agreed-upon timeframes
- ▶ To develop and implement DMS approved payment mechanisms with selected bidders
- ▶ To reimburse selected bidders for expenditures within agreed-upon timeframes, based upon the submission of the required programmatic and fiscal reports by the selected bidders
- ▶ To monitor and audit contracts with selected bidders in accordance with DMS requirements and agreed-upon procedures

- ▶ To collect, prepare and submit required programmatic and fiscal reports to DMS within the required timeframes
- ▶ To submit required project and fiscal quantitative and narrative reports to DMS within the required timeframes

1.2.2. Contract Development, Negotiation and Execution

The vendor will negotiate and execute individual contracts with the selected bidders. The vendor will develop contracts that contain specific outcome measures and will tie reimbursement measures, in whole or in part, to the achievement of those outcome measures. Contracts may contain a combination of both cost reimbursement and performance-based compensation mechanisms.

All contracts must be executed in accordance with dollar amounts, scope of services, outcome measures and conditions to be approved by the Commissioner of DMS or his designee in his decisions related to the Request for Proposals for Perinatal Health Care Providers: Second Round, March 18, 1992 and Labor Shortage Initiative: Third Round, September 1992.

Vendors will utilize the Standard Service Contract and attachments thereto for all contracts with selected bidders. (See Attachment C: Standard Service Contract and attachments thereto.) The Standard Service Contract may be amended by the vendor to reflect appropriate vendor designations in lieu of those words and phrases which describe the Commonwealth or any Department thereof. The vendor will provide DMS with a copy of the final draft of all contracts between the vendor and the bidder **for review and approval by DMS prior to final execution**. In the event that DMS determines that a contract is deficient or does not comply with the requirements specified by the Commissioner of DMS or his designee, DMS reserves the right to require changes and/or modifications to the contract(s) to address the identified non-compliance or deficiencies. The vendor must include language in all contracts that indicates that DMS reserves the right to require changes in the contract.

1.2.3. Contract Payment Procedures

The vendor will implement standard mechanisms for timely payment procedures that will apply to all contracts of selected bidders in accordance with the requirements of DMS. Selected bidders will be required to submit standard reports to the vendor in a format and manner approved by DMS. Standard reports will document program expenditures and achievement of performance standards and will include specified back-up documentation. The vendor will reimburse the selected bidders for programmatic costs on a cost reimbursement and performance-based compensation basis in accordance with the requirements of DMS and the submission by bidders of the required programmatic and fiscal reports described below in section 1.2.4. Payment procedures and standard reporting formats will be developed and agreed to by the vendor and DMS.

1.2.3. Contract Monitoring and Audit

The vendor will implement standardized programmatic monitoring and fiscal audit procedures for all contracts with selected bidders. All monitoring and audit procedures must be approved by DMS prior to implementation. Monitoring and audit procedures must include, but need not be limited to, the following:

- ▶ Monitoring and audit protocols
- ▶ Schedule of monitoring and audit site visits
- ▶ Format and content of monitoring and audit reports
- ▶ Schedule for submission of monitoring and audit reports

The vendor will be responsible to make recommendations for corrective action strategies to address identified problems that result from monitoring and audit procedures. All corrective strategies must be approved by DMS prior to implementation.

1.2.4. Programmatic and Fiscal Reporting Requirements

The vendor will be responsible to collect, process and submit to DMS monthly and quarterly programmatic and fiscal reports from all selected bidders for all programs in the manner and within the timelines specified and agreed to by DMS and the vendor.

The **monthly or quarterly programmatic reports** will consist of, but need not be limited to, the following:

- ▶ participant characteristics including, at a minimum, name, age, sex, race, family status, # of children, employment and educational status, geographic area, and special characteristics.
- ▶ program performance by enrollment outcomes including, at a minimum:
 - number of persons enrolled, terminated, obtaining jobs;
 - types of: jobs, upgrades, services, training, skills, knowledge, certificates/diplomas, etc. received;
 - job retention rates for at least 90 days; current wages, placement wages, increased wages; and
 - successful/unsuccessful completion of services, training, etc.
- ▶ narrative of program progress toward stated objectives; problems, if any; corrective action strategies, products developed through the contract, etc.

The **monthly or quarterly fiscal reports** must contain information about expenditures for program operations and achievement of performance outcomes. The fiscal report must contain, but need not be limited to, the following expenditure categories:

- ▶ Staff and consultant salaries and travel
- ▶ Facilities and other rental costs
- ▶ Supplies, materials, training materials, etc.
- ▶ Completed performance objectives

The vendor must prepare and submit monthly and quarterly quantitative and narrative programmatic and fiscal reports to DMS by program and summarized across all programs. Vendors will be required to store data collected in ASCII code on diskettes of 3.5 inches in size and will be required to submit diskettes as well as written reports as specified in the contract between the vendor and DMS. Narratives and fiscal reports must include a highlights or overview section that summarizes major program accomplishments and any identified programmatic and fiscal problems. Recommendations for corrective action strategies for identified programmatic and/or fiscal problems must be included in the reports. Any corrective action strategies must be approved by DMS.

Programmatic and fiscal reports must be submitted to DMS thirty (30) days after the close of each month. (Attachment D contains samples of programmatic and fiscal reporting formats)

1.2.5. Meeting Requirements

The vendor(s) will be required to meet with DMS staff on a monthly basis throughout the project. The purpose of the DMS/vendor meetings will be to discuss progress of the project, identify and resolve any problems or issues that might impede the successful implementation of LSI programs. DMS will also provide direction and recommendations to bidders regarding LSI perinatal and education and training policies and programmatic matters.

The vendor will also be required to meet with one or two Advisory Committee(s) on a quarterly basis. These will include the Perinatal Advisory Committee and the Education and Training Advisory Committee. The Advisory Committees will be comprised of DMS and MHA staff; representatives of acute care hospitals; and health care, education and training specialists. The purpose of the meetings with the Advisory Committees will be for the vendor to provide the committee with an update of the progress of the project and for the committee to provide the vendor with guidance regarding matters of LSI perinatal and education and training policies and programmatic.

2. PROPOSAL REQUIREMENTS

Responses to this RFP must consist of two documents: a Project Proposal and a Cost Proposal. **The Project Proposal and the Cost Proposal must be submitted separately. VENDORS MUST NOT INCLUDE COST INFORMATION IN ANY PART OF THE PROJECT PROPOSAL. INCLUSION OF COST/PRICING INFORMATION IN THE PROJECT PROPOSAL MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

2.1. PROJECT PROPOSAL (MAXIMUM OF 20 PAGES, EXCLUDING RESUMES AND ATTACHMENTS)

The proposal must be presented in enough detail to demonstrate the bidder's:

- ▶ Expertise in the administration of perinatal and/or other education and training programs, preferably in the health care field;
- ▶ capacity to administer programs on a statewide basis;
- ▶ ability to develop, negotiate and execute contracts and implement payment procedures with multiple vendors at various sites, in accordance with state standards and regulations;
- ▶ ability to monitor and audit contracts with multiple vendors at various sites in accordance with DMS requirements and within specified timeframes;
- ▶ ability to collect, analyze and report required information to DMS from multiple vendors at various sites within the specified requirements and timeframes;
- ▶ ability to meet and work collaboratively with DMS and the Advisory Committee(s) regarding all aspects of the project.

2.1.1. Project Design and Management

A detailed description of the project must be submitted. The project design should indicate how the project is to be organized, staffed and managed and should include a project organization chart. Information should be provided which will demonstrate the bidder's understanding and management of similar projects, approach to managing a statewide program with contracts with multiple vendors and relevant capabilities as described in Section 2.1. The bidder must also explain how the management and coordination of any consultant and/or subcontractor efforts will be accomplished.

2.1.2. Performance Objectives

The bidder must specify, by measurable performance objectives, the expected outcomes of the project and the timeframe for meeting objectives. At a minimum, bidders will be expected to achieve those objectives contained in Section 1.2.1. of this RFP.

2.1.3. Monitoring and Audit Capability

The bidder must submit a programmatic monitoring and fiscal audit plan that includes a proposed schedule of monitoring and audit site visits, proposed format of monitoring and audit protocols, format and content of monitoring and audit reports and proposed schedule of submission of these reports to DMS.

2.1.4. Implementation Plan

A detailed implementation plan and timetable must be submitted and must include project performance objectives, project activities and tasks, responsible staff, expected start and completion dates and anticipated outcomes of all activities and tasks. The implementation plan must present how each aspect of the Scope of Work, Section 1.2, is to be accomplished. A sample implementation plan format has been included in Attachment E.

2.1.5. Project Staffing

The project proposal should include a list of names and proposed major duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. The number of staff or hours devoted to the proposed project must be specified. A description of procedures for the recruitment and selection of staff, consultants and/or trainers must be included.

Resumes of all professional personnel and consultants who will work on the project should be submitted. The resumes should include minimum qualifications, educational background, recent experience and specific expertise related to the proposed project.

2.1.6. Organization Capability

The project proposal should provide the general background, experience and qualifications of the organization. Descriptions of similar or related contracts, subcontracts, or grants should be included and contain the name of the client, contract or grant number, dollar amount, time of performance and the names and telephone numbers of the program manager or client who will be available for contact by the Department. **Failure to submit this information may result in disqualification of the proposal.**

2.1.7. Reporting and Data Processing Capability

The project proposal should contain information about the bidder's capability to collect, analyze and report the required information by written and electronic methods as described in 1.2.4.

At a minimum, the proposal should describe the data processing capability of the organization and its capability to meet the specified reporting requirements. Bidders should provide samples of report formats.

2.2. COST PROPOSAL

The cost proposal should present a detailed line item budget which specifies, but need not be limited to, the following:

2.2.1 Budget

- ▶ Staff Time broken down by staff member, hourly rate, fringe benefits;
- ▶ Consultant broken down by individual, hourly rate;
- ▶ Facilities and other rental costs;
- ▶ Other direct costs including general supplies, training materials and supplies, travel, etc.
- ▶ General overhead and administrative costs. In addition, the bidder should further specify how the proposed figures for general overhead and administrative costs were arrived at, and of what budget items they are composed.

Bidders must submit a narrative budget justification covering all budget line items.

- ▶ **Purchase of any equipment, including computers, office equipment and/or furniture and the like are not allowable budget items and will not be funded.**

2.3. COLLABORATIVE RELATIONSHIPS

Bidders are encouraged to demonstrate that their organization has established working relationships with acute care hospitals, private and community health care-related entities and education and training organizations in Massachusetts. Further, bidders are encouraged to provide current letters of support and evidence of past or current work with these organizations.

2.4. BUSINESS STATUS

To be eligible to bid, a bidder must be a business entity. To establish business status, bidders must provide one of the following:

- ▶ Articles of Organization
- ▶ Partnership Agreement
- ▶ "Doing Business As" Certificate

If the bidder submits a document which must otherwise be filed or recorded with any governmental entity, agency or subdivision thereof before any business pursuant to such document may be conducted, then the bidder must submit a copy of the relevant document, certified by the appropriate governmental entity, agency or subdivision thereof, as a true copy. DMS may, in its discretion, require any bidder to submit additional documentation setting forth the business status of the bidder.

The proposal must include on a separate page a signed statement attesting to the business status. Bidders' failure to submit the required documentation of business status and the signed statement will disqualify the bid to inability to meet the pre-qualification criteria specified

2.5. USE OF MINORITY BUSINESS ENTERPRISES (MBEs)

Qualified and certified MBE bidders are strongly encouraged to submit proposals in response to this RFP, and MBE status will be considered favorably in the evaluation process. For the purpose of the MBE provision, the word "certified" means any MBE applicant that has satisfied the requirement of 425 CMR 2.03 or 2.09 as a minority-owned business or non-profit organization and therefore is placed on the list of MBEs published by the State Office of Minority and Women's Business Assistance (SOWMBA). Any minority-owned business or non-profit organization may apply to SOWMBA for MBE certification. In addition, non-MBE providers are encouraged to utilize MBE subcontractors wherever possible. As part of the proposal, the bidder may submit a schedule and list of those MBEs with which the bidder currently subcontracts. The Department retains the right to approve or disapprove all subcontractors.

3. CONDITIONS OF THE BIDDING PROCESS

3.1 LETTER OF INTENT

We encourage bidders to provide a letter of intent to the Department of Medical Security by April 19, 1992 indicating that they plan to submit a proposal in response to the RFP.

3.2. SUBMISSION OF PROPOSALS

Responses to this RFP must be submitted as follows:

- ▶ Project Proposal - One (1) original and ten (10) copies
- ▶ Cost Proposal - One (1) original and ten (10) copies
- ▶ Cover Sheet (See 3.2.1. below) - One (1) original and ten (10) copies
- ▶ Proposal Summary (See 3.2.2. below) - One (1) original and ten (10) copies

Project Proposals and Cost Proposals must be submitted separately. Cover Sheets and Proposal Summary Sheets must be submitted separately from the Project and Cost Proposal, and should not be bound within or otherwise attached to them.

All materials must be delivered to the Department no later than 5:00 p.m. on Friday, April 30, 1992.

3.2.1. Cover Sheet

Applicants must submit a cover sheet that contains the following information:

PROJECT NAME:

BIDDER ORGANIZATION INFORMATION:

LEGAL NAME:

ADDRESS:

TELEPHONE:

EXECUTIVE DIRECTOR:

PROJECT NAME:

PROJECT ADDRESS:

PROJECT CONTACT PERSON:

PROPOSAL CONTACT PERSON:

A cover sheet for your use is included in Attachment F.

3.2.2. Proposal Summary

APPLICANTS MUST PROVIDE A PROPOSAL SUMMARY (MAXIMUM TWO PAGES) THAT INCLUDES THE FOLLOWING INFORMATION (WHERE APPLICABLE):

1. Brief narrative summary of:
 - ▶ Project Design
 - ▶ Project Performance Objectives
2. Brief Description of the Organization and Its Unique Capabilities
3. Description of Collaborative Relationships
4. Verification of Corporation Status
5. Certification as a Minority Business Enterprise

3.2.3. Address

Proposals should be addressed to:

**Sheila R. Morrison
Assistant Commissioner for Operations
Department of Medical Security
One Ashburton Place, Room 1105
Boston, Massachusetts 02108**

3.3. INQUIRIES

Prospective bidders may submit questions concerning this RFP to the same person and address listed in Section 3.2.3. above.

Such inquiries must be made in writing and received no later than Thursday, April 16, 1992. Inquiries will be received and consolidated. Written responses will be made available to all prospective bidders.

3.4. BIDDER'S CONFERENCE

Prospective vendors are invited to attend the Bidder's Conference to be held on Wednesday, April 8, 1992, 2:00-4:00 P.M.

Meeting Site:

**Conference Room 2
21st Floor, Room
One Ashburton Place
Boston, MA 02108**

At this meeting, staff of the Department of Medical Security will entertain questions. Oral answers will be given if the information is then available. Questions for which written answers are required will be identified and made available to prospective bidders. Only written answers will be binding on the Commonwealth.

3.5. ADDENDA TO RFP

If it becomes necessary to revise any part of this RFP, or if additional information is necessary to clarify any of its provisions, a supplement will be provided to prospective bidders.

3.6. REJECTION OF PROPOSALS--PREQUALIFICATION CRITERIA

A bidder's proposal will be rejected if the bidder:

- ▶ is not a business entity;
- ▶ fails to submit required verification that it is a business entity as specified in section 2.4.;
- ▶ fails to submit its proposal at the designated address by the deadline established by this RFP;
- ▶ fails to state in writing its acceptance of the mandatory conditions in Attachment G of this RFP;
- ▶ fails to submit the proposal in the format specified or to supply the minimum information requested in this RFP;
- ▶ fails to guarantee the costs for 120 days; or
- ▶ refuses a request for an oral presentation.

Any proposal determined to be non-responsive to any requirement of this RFP may be disqualified without evaluation. The Selection Committee, may, at its discretion, determine that non-compliance is insubstantial and can be corrected, or that an alternative proposed by the offeror is an acceptable substitute. In such cases, it may seek clarification, allow minor corrections, apply appropriate penalties in the evaluation, or apply a combination of all three remedies.

3.7. PROPOSAL REVIEW AND SELECTION PROCESS

The proposal review and selection process will be implemented in May 1992. DMS staff will review all proposals to determine if the offeror's proposal meets the prequalification criteria contained in section 3.6.

All proposals that meet the pre-qualification criteria will be reviewed and ranked by a Selection Committee (SC). Members of the SC will review and rank all proposals utilizing the selection criteria in section 6. The SC will make recommendations to the Commissioner of DMS for funding. Decisions regarding funding are expected by **June 1992**. The Commissioner's decisions are final.

3.8. ORAL PRESENTATIONS

The SC may invite bidders whose proposals are deemed to be responsive to make oral presentations. The presentation will be held after the deadline for the submission of proposals. Bidders will receive at least forty-eight (48) hours notice to prepare for the oral presentation. Notice may be oral, rather than written.

3.9. TIMETABLE FOR PROCUREMENT

- ▶ RFP issued - March 26, 1992
- ▶ Bidder's Conference - April 8, 1992
- ▶ Written Inquiries Due - April 14, 1992
- ▶ Letter of Intent Due - April 19, 1992
- ▶ Proposals due - Friday, April 30, 1992, 5 PM
- ▶ Expected Date of Initial Announcement - June, 1992

DMS may, in its discretion vary or amend this timetable as it deems fit.

3.10. MANDATORY CONTRACT PROVISIONS

Bidders must agree to all terms and conditions of the Standard Service Contract contained in Attachment G. Bidders are advised that from time to time, the state revises its Standard Service Contract. If, in the course of contract negotiations, the Standard Service Contract is revised, changed or amended, bidders will be required to sign the revised Standard Service Contract and agree to all the terms and conditions, thereof.

The bidders **must include on a separate page** a signed statement that they agree to accept the Mandatory Contract Provisions contained in Attachment G, Standard Service Contract, of this RFP. Bidders must also agree to accept a request for an oral presentation and guarantee the costs of the proposal for 120 days. A form for this purpose has been included in Attachment G.

3.11. FREEDOM OF INFORMATION

All proposals and related documents submitted in response to this RFP are subject to the Massachusetts Freedom of Information Law, M.G.L., Chapter 66, Section 10 and to Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements or endorsements inconsistent with those statutes will be disregarded.

3.12. CANCELLATION OF PROCUREMENT

The Commonwealth retains the right to cancel this procurement at any time before a contract has been executed and approved, in which event all proposals received in response to this RFP will be rejected.

3.13. COST OF BIDDER'S RESPONSE

No costs or expenses incurred by offerors in responding to this RFP or in participating in this competitive procurement will be borne by the Commonwealth.

3.14. RETURN OF PROPOSALS

The Commonwealth shall be under no obligation to return any proposals or materials submitted by an offeror in response to this RFP.

4. CONTRACT REQUIREMENTS

4.1. REPORTING REQUIREMENTS

The vendor(s) will be required to provide DMS with project and fiscal reports on a monthly or quarterly basis in accordance with the requirements of DMS as specified in and agreed upon in the contract that will be executed between DMS and the vendor(s). At a minimum, reports will cover, but need not be limited to, the following:

4.1.1. Project Reports: Performance Objectives

Vendor(s) will be expected to report on the progress of the project in accomplishing the performance objectives specified in the contract. These performance objectives will include, but need not be limited to, those contained in the Scope of Work, Section 1.2.1.

Project reports must include quantitative information as well as a project narrative that indicates, at a minimum, progress toward stated objectives; problems, if any; and corrective action strategies.

4.1.2 Fiscal Reports: Expenditures

The vendor(s) will be required to submit monthly or quarterly expenditure reports that will require, at a minimum, information about expenditures for project operations and achievement of performance outcomes. The fiscal report must contain, but need not be limited to, the following expenditure categories:

- ▶ Staff and consultant salaries and travel
- ▶ Facilities and other rental costs
- ▶ Supplies, materials
- ▶ Completed performance objectives

Any additional data collection and reporting requirements will be negotiated between DMS and the vendor(s) and contained in the contract. Bidders will also be required to cooperate with evaluations commissioned or supported by DMS.

4.2. CONTRACTOR-DEPARTMENTAL MEETINGS

The contractor will agree to meet representatives of DMS and others to discuss issues which arise in the performance of this contract as specified in section 1.2.5.

4.3. MONITORING AND AUDIT

DMS reserves the right to conduct periodic on-site project and programmatic monitoring and fiscal audit of the vendor(s) and/or selected programs, in accordance with standard state monitoring and audit procedures as specified and agreed to in the contract between the vendor(s) and DMS.

4.4. PAYMENT

Payments under contracts awarded as a result of this RFP will be made on the basis of costs, performance or such other factors as the Department and the contractor may establish through negotiations.

5. AVAILABILITY OF FUNDS

Funds for this project will be available through the Labor Shortage Trust Fund.

DMS has earmarked \$140,000 for administration of programs resulting from the Perinatal RFP and \$320,000 for administration of programs resulting from the Labor Shortage Initiative: Third Round.

A bidder may bid for the administration of perinatal programs, only; the health care education and training programs, only; or both.

6. SELECTION CRITERIA

Overview

The Selection Committee (SC) will consist of representatives of DMS, MHA, acute care hospital representatives, education and training management consultants and specialists.

The SC will review and rank all proposals and make recommendations to the DMS Commissioner who will make decisions regarding funding for proposals. The Commissioner's decisions will be final.

The evaluation of individual responsive proposals will be based upon the extent to which the proposals comply with the requirements of this RFP and meet the following criteria:

6.1. PROJECT PROPOSAL

6.1.1. Project Design and Management

Is there evidence of:

- ▶ a clear description of how the project will be organized, staffed and managed;
- ▶ an organization chart;
- ▶ bidder's understanding and management of similar projects;
- ▶ a well-designed approach to management of a statewide project with contracts with multiple vendors; and
- ▶ reasonable coordination of consultant and/or subcontractor(s).

6.1.2. Performance Objectives

Is there evidence of:

- ▶ performance objectives that are specific and measurable and inclusive, at a minimum, of performance objectives, specified in section 1.2.1.

6.1.3. Monitoring and Audit Capability

Is there evidence of:

- ▶ a clear and specific programmatic monitoring protocol, site visit schedule, proposed format and content of reports and reasonable periodic report submission schedule;
- ▶ a substantial fiscal audit protocol, site visit schedule, and proposed format and content of reports and reasonable periodic report submission schedule

6.1.4. Implementation Plan

Is there evidence of:

- ▶ a detailed description of how and when each aspect of the project is to be accomplished; and
- ▶ a description of the specific performance objectives of the project, project activities and tasks, responsible staff, expected start and completion dates and anticipated outcomes of all project work

6.1.5. Project Staffing

Is there evidence of qualified staff, adequate staffing and recruitment procedures represented by:

- ▶ names, resumes and proposed major duties of all professional personnel, consultants, and/or key subcontractors assigned to the project;
- ▶ number of staff hours allocated to the project; and
- ▶ procedures for recruitment and selection of staff, consultants and/or sub-contractors

6.1.6. Organization Capabilities

Is there evidence of:

- ▶ demonstrated expertise in the administration of perinatal and/or education and training programs, preferably in the health care field;
- ▶ capacity to administer programs on a statewide basis;
- ▶ demonstrated experience in the development, negotiation and execution of contracts and implementation of payment procedures with multiple vendors at various sites;
- ▶ demonstrated ability to monitor and audit contracts with multiple vendors at various sites;
- ▶ demonstrated computerized ability to collect, analyze and report information from multiple vendors at various sites within the specified requirements and timeframes;
- ▶ past performance and accomplishments of the organization with similar programs;
- ▶ qualifications of staff

6.1.7. Reporting and Data Processing Capability

Is there evidence of:

- ▶ ability to collect and report relevant program, project and fiscal information in accordance with requirements in sections 2.1.3., 2.1.7. and 4.1.

6.1.8. Collaborative Relationships

Is there evidence of:

- ▶ established working relationships with hospitals, other health care organizations in MA as evidenced by current letters of support and past or current work

6.1.9. Minority Business Enterprises (MBEs)

Is there evidence of:

- ▶ certification as MBE; and/or
- ▶ sub-contracts with MBE certified organizations.

6.2. COST PROPOSAL

6.2.1. Budget

Costs will be analyzed to determine the following:

- ▶ total cost of proposal;
- ▶ reasonableness of projected costs;
- ▶ cost of proposal in relation to the proposed project

SUMMARY PROPOSAL REVIEW FORM

A. PROGRAM PROPOSAL:

POINTS
ASSIGNED

POINTS
AWARDED

1. Project Design and Management

20

2. Performance Objectives

10

3. Monitoring and Audit Capability

10

4. Implementation Plan

20

5. Project Staffing

10

6. Organization Capabilities

15

7. Reporting

10

8. Collaborative Relationships

5

PROGRAM SCORE

A. _____
100

B. COST PROPOSAL:

1. Budget

20

2. Reasonableness of Projected Costs

15

3. Cost in Relation to Proposed Project

15

COST SCORE

B. _____
50

Bonus Points 0 5 10

C. MINORITY BUSINESS ENTERPRISE

Add 10 points if minority business

Add 5 points if subcontracting with minority business

D. _____
15

GRAND TOTAL (A+B+C)

RANK: OF THE ____ PROPOSALS REVIEWED, THIS PROPOSAL IS RANKED ____.

(Number)

(Number)

(NUMBER 1 = MOST FAVORABLE TO ____ = LEAST FAVORABLE)

(Number)

NAME OF COMMITTEE CHAIRPERSON: _____

SIGNATURE OF COMMITTEE CHAIRPERSON: _____

ATTACHMENT A

LABOR SHORTAGE FUND REGULATIONS

117 CMR 4.00: LABOR SHORTAGE FUND

Section

- 4.01: Authority
- 4.02: Definitions
- 4.03: Administration of Fund
- 4.04: Assessment on Acute Care Hospitals
- 4.05: Administrative Bulletins

4.01: Authority

This regulation is promulgated in accordance with the authority granted to the Department of Medical Security by St. 1988, c. 23, s. 83.

4.02: Definitions

The following terms as used in this regulation have the following meanings, except when the context clearly indicates otherwise:

Commissioner is the Commissioner of the Department of Medical Security appointed in accordance with M.G.L. c. 118F, s. 4, or any employee of the Department designated by the Commissioner to carry out responsibilities under this regulation;

Department is the Department of Medical Security established under the authority of M.G.L. c. 118F, s. 3;

Fund is the fund established by St. 1988, c. 23, s. 83 for the purpose of addressing the critical labor shortages facing hospitals.

4.03: Administration of Fund

(1) The Department, acting through its Commissioner, shall administer the fund to develop and finance programs that address the labor shortages facing hospitals. Programs financed through the fund shall include, but are not limited to, the training of health care workers, the development of career ladders within the health care professions, and the establishment of day care programs at hospitals and other health care facilities.

(2) In administering the fund, the Department may develop and finance programs directly; through contracts or agreements with federal, state, municipal or other public agencies or institutions; or through contracts or agreements with private individuals, partnerships, firms, corporations, associations, or other entities. Any such contract or agreement shall contain such performance standards and other terms as the Commissioner may deem necessary to ensure that the purposes of the contract or agreement are met. Such contracts and agreements shall be awarded and executed in accordance with applicable state laws and regulations.

(3) The Commissioner shall prepare an annual budget outlining the Department's planned expenditures from the fund during the state fiscal year. The Commissioner will file this budget with the Secretary of Administration and Finance and the Secretary of Human Services no later than June 1 for the following state fiscal year.

4.04: Assessment on Acute Care Hospitals

(1) Revenue for the fund shall be provided for by an assessment on each acute care hospital, for hospital fiscal years commencing on or after October 1, 1987, equal to one-tenth of one percent of the gross patient service revenues of such hospital approved under M.G.L. c. 6A. The assessment shall be made on an annual basis and, except as provided under 117 CMR 4.04(3), shall be collected in quarterly installments. Notice of the assessment and each quarterly installment shall be mailed to each acute care hospital, and payment shall be due within forty-five (45) days of the date of receipt of the notice.

4.04: continued

(2) The Department shall calculate the amount of each hospital's assessment using the amount of each hospital's gross patient service revenues, without adjustment for prior year's compliance, determined by the Rate Setting Commission. If the Rate Setting Commission has not yet determined the amount of a hospital's gross patient service revenues for a fiscal year, the Department shall calculate the assessment using the amount of gross patient service revenues requested by the hospital for that fiscal year, or if the hospital has not yet submitted such request for that fiscal year, using hospital's gross patient service revenues determined by the Rate Setting Commission for the prior fiscal year. If the Rate Setting Commission adjusts a hospital's gross patient service revenues for a fiscal year, the Department shall adjust the assessment to reflect the adjustment in gross patient service revenues.

(3) Until the Department becomes current in its assessment and collection activities, revenue for the fund shall be assessed and collected in accordance with a schedule established by the Department and published in an administrative bulletin issued to acute care hospitals.

(4) If an acute care hospital believes the amount of an assessment or quarterly installment of revenue for the fund is incorrect, the hospital may request, in writing, that the Department review the amount to determine its accuracy. Upon receipt of such a request, the Department will promptly review the accuracy of the amount and notify the hospital of its conclusion. This review will consider whether an arithmetic error was made in computing the assessment or quarterly installment. The review is not an adjudication subject to M.G.L. c. 30A.

(5) The assessment of revenue for the fund is a government-mandated requirement for which an acute care hospital may petition the Rate Setting Commission for an adjustment to its maximum allowable costs pursuant to M.G.L. c. 6A, s. 80(h).

4.05: Administration Bulletins

The Department may periodically issue administrative bulletins containing interpretations of this regulation and other information to assist in the implementation of this regulation.

REGULATORY AUTHORITY

M.G.L. c. 118F, s. 3; St. 1988, c. 23, s. 83.

ATTACHMENT B

LABOR SHORTAGE INITIATIVE STATUS REPORT: JUNE 1991

DEPARTMENT OF MEDICAL SECURITY

LABOR SHORTAGE INITIATIVE

STATUS REPORT: JUNE, 1991

Labor Shortage Regulations:

The Department of Medical Security (DMS), under the authority of Section 83 of Chapter 23 of the Acts of 1988, (as amended) is charged with the responsibility to develop and finance programs that address labor shortages facing hospitals. The Department is authorized to fund programs to, among other things, train health care workers; develop career ladders for the health care professions; and provide child care opportunities and support at hospitals and other health care facilities. These programs will be funded through an assessment on each acute care hospital equal to one-tenth of one percent of the hospital's gross patient service revenues (GPSR).

Inter-Agency Collaboration:

DMS collaborates with the Massachusetts Hospital Association (MHA) in the planning and implementation of the Labor Shortage Initiative (LSI). In addition, DMS has inter-agency agreements with the Department of Employment and Training (DET), the Industrial Services Program (ISP) and the Department of Public Health (DPH). DMS administers the Labor Shortage Initiative on a statewide basis and manages child care and statewide programs.

The Industrial Services Program assists DMS in responding to hospital closings and conversions to serve laid-off hospital workers through the provision of state-wide re-employment assistance, basic and training services and job placement. DET manages education and training programs on the local level through the Service Delivery Areas (SDAs). DPH manages perinatal health care provider programs. Administration by DET and DPH includes contract management and programmatic and fiscal monitoring and reporting.

Initial Phase:

In response to the LSI Request for Proposals (RFP) of May 1990, fifty-seven (57) proposals were submitted to DMS. Twenty-eight (28) proposals were approved for funding; six (6) child care and twenty-two (22) for education and training programs.

The twenty-two (22) health care education and training programs included allied health (radiology, phlebotomy, nuclear medicine); recruitment, nursing (ADN, LPN, RN), adult basic education (ABE) and English as a Second Language (ESL) and articulation. These programs are directed toward upgrading and retaining current workers, as well as attracting new workers into health care occupations.

Phase 2:

In October, 1990, the Department issued a specialized RFP for Perinatal Health Care Provider Programs. The major goal of this RFP was to increase the supply and retention of perinatal health care providers to serve pregnant women at risk in underserved areas of the state. In response to this RFP, the DMS received eighteen (18) proposals. DMS funded seven (7) perinatal health care provider programs; two (2) nurse-midwifery education programs and five (5) hospital/community perinatal health care providers. Two (2) perinatal proposals were considered worthy of funding, but funds were not available. These latter two (2) proposals were funded in the second round LSI, for a total of nine (9) perinatal programs; four (4) nurse-midwifery education programs and five (5) hospital/community programs.

Phase 3:

In response to the Request for Proposals (RFP) of December 14, 1990, DMS received eighty-five (85) proposals. DMS funded forty-four (44) education and training proposals, four (4) child care proposals and the two (2) perinatal programs noted above.

Bidders Approved for Funding:

All recipients of funding were either hospitals, bidders who demonstrated direct collaboration with hospitals or bidders who documented hospitals as direct beneficiaries of the proposed programs.

Geographic Areas:

All Health Service Areas (HSAs) are served by the programs.

Target Populations:

Bidders are expected to actively recruit low income, people of color, linguistic and cultural minorities, the physically challenged, welfare recipients, ex-offenders, older individuals, veterans and other under and unemployed individuals into funded programs.

Recipients of Awards:

The attached charts present the lists of recipients of awards for labor shortage programs as of June 30, 1991.

Summary:

Since the beginning of the program in 1990, DMS has awarded \$8.9 million dollars for eighty-five (85) labor shortage programs; sixty-six (66) education and training, ten (10) child care and nine (9) perinatal programs. The range of awards has been from \$10,000 - \$399,000.

LABOR SHORTAGE INITIATIVE

RECIPIENTS OF AWARDS: INITIAL ROUND

BIDDER/PROGRAM	GEOGRAPHIC AREA	HOSPITALS SERVED
<i>Anna Jacques Hospital Child Care</i>	<i>North Shore/ Merrimack Valley</i>	<i>Anna Jacques</i>
<i>Beth Israel Hospital ESL/Multicultural</i>	<i>Greater Boston</i>	<i>Beth Israel Children's</i>
<i>Boston Health and Hospitals Midwifery</i>	<i>Greater Boston</i>	<i>Boston City</i>
<i>Bristol Community College Patient Care Assistant, Licensed Prep Prog; LPN Fast Track and Articulation</i>	<i>Bristol County</i>	<i>Sturdy Memorial St. Luke's St. Anne's Charlton</i>
<i>Brockton Hospital Pre-Nursing Training</i>	<i>Greater Brockton</i>	<i>Brockton</i>
<i>Bunker Hill Community College ESL/Phlebotomy</i>	<i>Greater Boston Metro North</i>	<i>Beth Israel University Brigham & Women's N.E. Medical Center Cambridge Mass. General</i>
<i>Bunker Hill Community College LPN-RN Upgrade</i>	<i>Metro North Greater Boston</i>	<i>Brigham & Women's Boston City Mt. Auburn</i>
<i>Bunker Hill Community College Radiology</i>	<i>Greater Boston Metro North</i>	<i>Brigham & Women's Mass. General N.E. Medical Ctr</i>
<i>Cape Cod Community College Articulation</i>	<i>New Bedford/Cape Cod</i>	<i>Cape Cod Jordan St. Luke's Falmouth Tobey</i>
<i>Cambridge Hospital Child Care</i>	<i>Cambridge</i>	<i>Cambridge</i>

LABOR SHORTAGE INITIATIVE
 RECIPIENTS OF AWARDS: INITIAL ROUND
 Page Two

BIDDER/PROGRAM	GEOGRAPHIC AREA	HOSPITALS SERVED
Central Mass. AHEC H.S. Career Exploration	Southern Worcester	UMass Medical Center
Endicott College Recruitment	Southern Essex/ North Shore	Malden Beverly
Greenfield Community College RN	Franklin/Hampshire	Cooley-Dickinson Franklin Med. Ctr
Holy Family Hosp OJT Skills Training	Merrimack Valley	Holy Family
Local 285, SEIU Multi-focus	Statewide	Boston City Framingham Union Hillcrest North Adams Reg
Mass. Bay Community College Articulation	Metro Southwest	Framingham Union
Mass. Bay Community College Nuclear Medicine	Metro Southwest	Waltham Weston Community Hospital & Med. Ctr Beth Israel Framingham Union Mass. General Newton Wellesley Norwood
Melrose/Wakefield Child Care	Melrose and Vicinity	Melrose-Wakefield
Mount Wachusett Community College LPN Upgrade	Northern Worcester	Athol Memorial Leominster Burbank
Newton Wellesley Hospital ABE	Metro Southwest	Newton-Wellesley

LABOR SHORTAGE INITIATIVE
 RECIPIENTS OF AWARDS: INITIAL ROUND
 Page Three

BIDDER/PROGRAM	GEOGRAPHIC AREA	HOSPITALS SERVED
<i>Quincy Junior College RN/ADVP</i>	<i>Boston</i>	<i>Brigham & Women's</i>
<i>Salem Hospital Child Care</i>	<i>North Shore</i>	<i>Salem Hospital</i>
<i>St. Elizabeth's Hospital Child Care</i>	<i>Boston/Brighton</i>	<i>St. Elizabeth's</i>
<i>S.E. Technical Institute Part-time LPN</i>	<i>Brockton Bristol South Coastal</i>	<i>Brockton Goddard Memorial Cardinal Cushing</i>
<i>Springfield Technical Community College Career Ladder ADN Upgrade</i>	<i>Hampden County</i>	<i>Bay State Med. Ctr Providence Holyoke Noble Ludlow Mercy Wing Memorial Hosp and Medical Ctr</i>
<i>University Hospital Child Care</i>	<i>Boston</i>	<i>University</i>
<i>UMA/Donahue Institute Re-entry RN/ESL</i>	<i>Hampden and Hampshire</i>	<i>Mercy</i>
<i>UMA Medical Center Health Asst.</i>	<i>Southern Worcester</i>	<i>UMass Medical Center</i>

LABOR SHORTAGE INITIATIVE

RECIPIENTS OF AWARDS: PERINATAL HEALTH CARE PROVIDERS

BIDDER	PROGRAM	HEALTH SERVICE AREA
<i>Baystate Medical Center</i>	<i>Nurse-Midwifery Education Program</i>	<i>Western Mass</i>
<i>Beth Israel Hospital</i>	<i>High Risk Perinatal Ed. Coll. Program</i>	<i>Boston</i>
<i>Beverly Hospital</i>	<i>North Shore Community-Based Midwifery Certification Program</i>	<i>North Shore</i>
<i>Boston University -</i>	<i>Certified Nurse-Midwifery Program</i>	<i>Boston</i>
<i>Central Massachusetts Area Health Education Center (AHEC)</i>	<i>City-wide Perinatal Interpreter Service Training</i>	<i>Central Mass</i>
<i>Codman Square Community Health Center</i>	<i>Supportive Sister Program</i>	<i>Boston</i>
<i>New England Medical Center</i>	<i>Project Parent to Parent</i>	<i>Boston</i>
<i>Trustees of Health and Hospitals</i>	<i>Enhancement and Expansion of Training for Perinatal Outreach Workers</i>	<i>Boston</i>
<i>Trustees of Health and Hospitals</i>	<i>Nurse-Midwifery Pre-Certification Program</i>	<i>Boston</i>

LABOR SHORTAGE INITIATIVE

RECIPIENTS OF AWARDS: SECOND ROUND

BIDDER/PROGRAM	GEOGRAPHIC AREA	ACUTE CARE HOSPITALS SERVED
<i>Assabet Valley Regional Voc. School LPN</i>	<i>Metro Southwest</i>	<i>Milford-Whittinsville Regional Leonard Morse Leominster Emerson UMass Medical Ctr.</i>
<i>B.U. School of Public Health HIV Education</i>	<i>Boston</i>	<i>Boston City Carney</i>
<i>B.U. School of Public Health Perinatal-Nurse-Midwifery</i>	<i>Boston</i>	<i>Cambridge Brigham & Women's Boston City St. Margaret's Mt. Auburn Carney</i>
<i>Berkshire Community College ADN</i>	<i>Berkshire</i>	<i>Berkshire Medical Ctr. Hillcrest North Adams</i>
<i>Beth Israel Hospital ESL/Multi</i>	<i>Boston</i>	<i>Children's Beth Israel</i>
<i>Beth Israel Hospital RN in 90's</i>	<i>Boston</i>	<i>Beth Israel</i>
<i>Beverly Hospital Child Care</i>	<i>Beverly</i>	<i>Beverly</i>
<i>Blue Hills Regional Tech RN</i>	<i>South Coastal</i>	<i>South Shore</i>
<i>Boston Public Schools Education, OJT</i>	<i>Boston</i>	<i>St. Elizabeth's</i>
<i>Brigham & Women's Hospital Prep Tech</i>	<i>Boston</i>	<i>Brigham & Women's</i>
<i>Bristol Community CAP-RN</i>	<i>Bristol</i>	<i>Charlton Memorial Sturdy Memorial St. Anne's St. Luke's of N.B.</i>

RECIPIENTS OF AWARDS: SECOND ROUND
PAGE TWO

BIDDER/PROGRAM	GEOGRAPHIC AREA	ACUTE CARE HOSPITALS SERVED
<i>Brockton Hospital Pre-RN</i>	<i>Brockton</i>	<i>Brockton</i>
<i>Bunker Hill Community College AH</i>	<i>Boston</i>	<i>Mass. General Brigham & Women's</i>
<i>Bunker Hill Community College LPN/Upgrade</i>	<i>Boston</i>	<i>Mt. Auburn</i>
<i>Bunker Hill Community College Radiography</i>	<i>Boston</i>	<i>Mass. General Brigham & Women's N.E. Medical Ctr.</i>
<i>Centro Hispano De Chelsea Recruitment</i>	<i>Greater Boston</i>	<i>Mass. General</i>
<i>Children's Hospital Voc. Training</i>	<i>Boston</i>	<i>Children's</i>
<i>Dimock Community Health Center Histology Tech</i>	<i>Boston</i>	<i>Cambridge Mass. General Brigham & Women's N.E. Deaconess</i>
<i>Employment Connections of Chelsea Med Sec. Records</i>	<i>Metro North</i>	<i>Mass. General Melrose Wakefield Whidden Memorial Cambridge</i>
<i>Fitchburg State College AH-Phlb.</i>	<i>Northern Worcester</i>	<i>Leominster Henry Heywood Memorial</i>
<i>Framingham State College Articulation</i>	<i>Metro Southwest</i>	<i>UMass Medical Ctr. Framingham Union Brockton Goddard Memorial</i>
<i>Greenfield Community College Training-AH</i>	<i>Franklin/Hampshire</i>	<i>Franklin Med.Ctr. Cooley Dickinson</i>
<i>Greenfield Community College RN</i>	<i>Franklin/Hampshire</i>	<i>Cooley Dickinson</i>

**RECIPIENTS OF AWARDS: SECOND ROUND
PAGE THREE**

BIDDER/PROGRAM	GEOGRAPHIC AREA	ACUTE CARE HOSPITALS SERVED
<i>Jobs for Youth Boston Inc. Job Readiness</i>	<i>Boston</i>	<i>Mass General Mt. Auburn St. Elizabeth's N.E. Baptist</i>
<i>Lawrence General Hospital Orientation</i>	<i>Merrimack Valley</i>	<i>Lawrence General</i>
<i>Leonard Morse Hospital ABE</i>	<i>Metro Southwest</i>	<i>Leonard Morse Newton Wellesley</i>
<i>M.V. Hospital Ed. Collaborative</i>	<i>Merrimack Valley</i>	<i>Amesbury Hale/Haverhill Holy Family Lowell General St. John's St. Joseph's</i>
<i>Medical Center Skills Training</i>	<i>Southern Worcester</i>	<i>Med Center of Central Mass</i>
<i>Middlesex Community College ABE</i>	<i>Northern Worcester</i>	<i>Lowell General St. John's St. Joseph's</i>
<i>Mt. Wachusett Community College Training-ADN</i>	<i>Northern Worcester</i>	<i>Henry Heywood Memorial Burbank Leominster</i>
<i>Mt. Wachusett Community College Basic Ed.</i>	<i>Northern Worcester</i>	<i>Leominster</i>
<i>Mt. Auburn Upgrade/ESL</i>	<i>Metro North</i>	<i>Mt. Auburn</i>
<i>N.E. Medical Center Disability</i>	<i>Boston</i>	<i>N.E. Medical Center</i>
<i>N.E. Memorial Hospital Child Care</i>	<i>Boston</i>	<i>N.E. Memorial</i>
<i>N.E. Deaconess Hospital ABE</i>	<i>Boston</i>	<i>N.E. Deaconess</i>
<i>Newton Wellesley ABE</i>	<i>Metro Southwest</i>	<i>Newton Wellesley</i>

RECIPIENTS OF AWARDS: SECOND ROUND
PAGE FOUR

BIDDER/PROGRAM	GEOGRAPHIC AREA	ACUTE CARE HOSPITALS SERVED
<i>Quincy Hospital AH-Med. Lab</i>	<i>South Coastal</i>	<i>Quincy</i>
<i>Quinsigamond Community College Art.</i>	<i>Southern Worcester</i>	<i>The Med Center Central Mass St. Vincent's UMass Medical Ctr.</i>
<i>Shawsheen Valley Tech. H.S. Med. Records</i>	<i>Northern Worcester</i>	<i>St. John's St. Joseph's N.E. England Memorial</i>
<i>Southeastern Tech. Institute LPN-P.T.</i>	<i>Brockton</i>	<i>Cardinal Cushing General Brockton Goddard Memorial</i>
<i>Springfield Tech Community College R&Pretraining</i>	<i>Hampden</i>	<i>Holyoke Mercy Springfield Municipal</i>
<i>Springfield Tech Community College Articulation</i>	<i>Hampden</i>	<i>Holyoke Mercy Springfield Municipal</i>
<i>St. Anne's Hospital Radiation Therapy</i>	<i>Bristol</i>	<i>St. Anne's</i>
<i>St. Vincent's Hospital Skills Training</i>	<i>Southern Worcester</i>	<i>St. Vincent's</i>
<i>Trustees of Health & Hospitals Perinatal N-M Percert</i>	<i>Boston</i>	<i>Boston City</i>
<i>Trustees of Health & Hospitals Child Care</i>	<i>Boston</i>	<i>Boston City</i>
<i>UMass Donahue Inst. Nurse Re-Entry</i>	<i>Franklin/Hampshire</i>	<i>Cooley Dickenson Mercy Providence Holyoke</i>
<i>UMass Med. Ctr. Child Care</i>	<i>Worcester</i>	<i>UMass Medical Center</i>
<i>UMass Public Nursing Ed. Consort. Articulation</i>	<i>Franklin/Hampshire</i>	<i>Berkshire Med. Ctr Hillcrest Mary Lane North Adams</i>

ATTACHMENT C

STANDARD SERVICE CONTRACT

DOC. I.D.#: _____

THE COMMONWEALTH OF MASSACHUSETTS
STANDARD SERVICE CONTRACT

This contract is entered into by and between the Commonwealth of Massachusetts, _____
_____ with its principal place of business address located at: _____
_____ herein referred to as "the Department"; and _____
_____, a (check one):

- | | |
|---|---|
| <input type="checkbox"/> Massachusetts Corporation (Domestic) | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Non-Mass Corporation (Foreign) | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Non-U.S. Corporation (Alien) | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Professional Corporation | <input type="checkbox"/> Not-For-Profit Corporation |
| <input type="checkbox"/> Non-state university (state universities must use ISA, see 815 CMR 6.00) | <input type="checkbox"/> Individual Contractor |

with its principal place of business address located at: _____
_____ herein referred to as the "Contractor."

1. **Scope Of Services.** The Contractor agrees to perform the services outlined in Attachment A - Scope of Services as described in section 32. below. In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services and has obtained all requisite licenses and permits to perform the services. The terms and conditions contained herein in the body of this contract shall take precedence over any conflicting terms attached hereto.

2. **Period Of Performance.** (a) If performance of this Contract is covered by an approved Master Service Agreement on file with the Department of Procurement and General Services (DPGS) or the Department of Personnel Administration (DPA) services may begin upon the execution of this contract. In all other situations, Contractor's performance of services may begin on the date the Contract receives the required approval pursuant to section 31. below.

(b) In no event shall the Contractor, if an individual, be reimbursed for services rendered prior to the date designated in section 2.(a) above. No payments will be made until the date that the executed Contract or a certified copy thereof, including all relevant attachments, and the requisite approvals or signatures pursuant to section 31. below, have been filed and approved by the Office of the Comptroller.

(c) The Contractor hereby agrees that the performance of services shall terminate no later than: _____
19_____, unless an extension is mutually agreed to in writing by both the Contractor and the Department, approved pursuant to the provisions of section 31. below and filed and approved with the Office of the Comptroller prior to the termination date.

3. **Payment.** The Department's maximum obligation under this Contract shall not exceed: \$ _____
dollars. The Department shall compensate the Contractor for services and payments will be made in accordance with the rates and amounts outlined in Attachment B - Budget as described in section 32. below. The Contractor shall be permitted to vary among budget line items in an amount not to exceed ten percent (10%) of the total amount of this Contract with prior written approval of the Department. The Contractor will not be reimbursed for travel expenses and meals except as specifically indicated in Attachment B. If the Contractor is limited to a maximum of number of hours per week this number shall be specified in Attachment B. Any expenses claimed by the Contractor for which there is no supporting documentation shall be disallowed. If the Department determines that the Contractor received payments not authorized under this Contract, the Contractor shall reimburse the Department upon demand. In no event shall the Contractor, if an individual, be reimbursed for holidays, sick days or time other than that spent providing services except as otherwise provided herein.

(b) (Research Contracts Only) The Contractor shall be reimbursed for all direct and indirect costs incurred in the performance of the research project in accordance with the amounts outlined in Attachment B - Budget. The Contractor shall be permitted to vary among budget line items in an amount not to exceed ten percent (10%) of the total amount of this Contract without the prior approval of the Department.

4. **Key Personnel.** The Contractor shall list the key personnel who will be assigned to the Contractor's obligations under this Contract. The Contractor represents that the individuals named in Attachment C as described in section 32. below, are its full time employees and the services of each named individual shall be required unless that individual becomes unavailable to the Contractor solely for reasons of the individual's death, disability, or termination of the underlying employment relationship. If an individual named in this section becomes unavailable for such reasons, the Contractor shall give the Department the resume of a proposed replacement, and offer the Department an opportunity to interview that person. If the Department is not reasonably satisfied that the proposed replacement has comparable ability and experience, the Department shall so notify the Contractor within ten (10) working days after receiving the resume and completing any interview, whereupon the Contractor shall propose another replacement and the Department shall have the same right of approval. Such process shall be repeated until a proposed replacement is approved by

the Department. The Contractor shall notify the Department in advance of altering the other personnel listed in Attachment C and will consider seriously and in good faith any comments or objections the Department may have concerning such alterations. The Department shall have the right to require the Contractor to remove any individual (whether or not named in this section) from his/her assignment to this Agreement by the Contractor or any subcontractor, but only for cause and upon reasonable notice.

5. Funding And Fiscal Year Appropriations.

(a) Appropriations for expenditures by Departments of the Commonwealth and authorizations to spend for particular purposes are ordinarily made on a fiscal year basis. The fiscal year of the Commonwealth is the twelve (12) month period ending June 30 of each year. The obligations of the Department under this contract for any subsequent fiscal year following the fiscal year in which this contract is executed is subject to the appropriation to the Department of funds sufficient to discharge the Department's obligation which accrues in such subsequent fiscal year, and to the authorization to spend such funds for the purposes of this contract. In the absence of such appropriation or authorization, this contract shall be terminated immediately without liability for damages, penalties or other charges arising from early termination. Expenditures for contracted services which will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as set out in the Attachment B - Budget, may not exceed the amount appropriated for said year.

(b) (Research Contracts Only) The amount presently obligated from the present fiscal year's appropriation for this Contract is \$ _____ dollars. The Contractor's costs during the present fiscal year may not exceed this amount without the written authorization of the Department. Expenditures for research projects which will extend beyond a single fiscal year shall not in any year exceed the amount appropriated and available for that year. If this Contract is to be funded from a subsequent fiscal year's appropriation, the Department will make every effort to amend this Contract, if necessary in light of available funds, at the earliest possible time so as to minimize potential disruptions of the research project. The Contractor shall not be obligated to perform research beyond the point at which its funding expires.

6. Method Of Payment. The Contractor and the Department must mutually agree in writing to a payment method set forth in either (a) or (b) below. All payments shall be made in accordance with the selected method:

(a) Payment Voucher System. Promptly after the last day of the payment period in which the services are performed (weekly or monthly), the Contractor shall submit corresponding Payment Vouchers (Form PV) or similar invoices with supporting documentation to the Department for costs incurred during the payment period just ended. The Department shall have fifteen (15) days to review and approve the invoice. The Department shall return any unapproved invoice to Contractor within fifteen (15) days of receipt, with a written explanation for the rejection of the invoice. The Department agrees to make all reasonable efforts to process payments within thirty (30) days in accordance with the procedures and rules of the Office of the Comptroller. Late penalty interest for payments made in excess of forty-five (45) days shall be paid in accordance with the Office of the Comptroller regulations in 815 CMR 4.00 unless otherwise provided or prohibited by law. At the end of each state fiscal year any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) must be submitted for payment no later than August 15th.

(b) Payroll System. (Individual Contractors only) Promptly at the end of the first working week in which services are performed and for every week during the period of performance hereunder in which services were rendered, based on the number of service hours worked during that week, the Contractor shall submit a time sheet to the Department. The supervisor shall review the completed time sheets, and make adjustments with the consent of the Contractor. In such instances, the Contractor shall promptly be provided with a copy of the adjustment. The Department shall process payment to the Contractor through a "Contractor Payroll System" and reimburse the Contractor on a weekly basis for services performed. Reimbursement will be made at the end of the following week for services provided in the preceding week. Deductions for state and federal tax purposes shall be made for those utilizing the "Contractor Payroll System".

7. Termination. This Contract shall terminate on the date specified in this Contract, unless extended in compliance with the terms of this Contract and all other regulations and requirements of law, or unless terminated under the following conditions:

(a) Without Cause. Either party may terminate this Contract by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of termination as stated in the notice, or such other period as is mutually agreed upon in advance by the parties.

(b) For Cause. If, in the opinion of the Department, the Contractor fails to fulfill his/her obligations, the Department may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a reasonable period, not less than seven (7) calendar days, during which the alleged breach may be cured, subject to the approval of the Department. This contract shall be terminated immediately in the event of fraud or program abuse.

(c) Emergency. The Department may terminate or suspend this Contract for up to sixty (60) calendar days by providing written notice to the Contractor stating the grounds for the Department's action, in the form of telegram, mailgram, hand-carried letter or other appropriate written means, if the Department determines that immediate action is necessary to protect state and/or federal funds or property or to protect persons from injury. Such termination or suspension shall be effective upon receipt of notice of either suspension or termination by the Contractor. In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from the Department specifying requisite action(s) by the Contractor to remove the suspension, a proposed timetable for meeting those requirements and a description by the Department of allowable activities and costs, if any, during the suspension period. Failure by the Contractor to remedy the stated deficiencies according to the timetable prescribed by the Department shall be cause for immediate termination.

(d) Elimination or Reduction of Funding. In the event of a reduction of funding for any reason, the Department may terminate this Contract by providing notice of termination without cause, as provided in section 7 (a) above, or in the alternative, the Department may provide a conditional notice of termination with a proposed amendment to the Contract. Any such notice shall provide that the Contract will terminate automatically thirty (30) calendar days after the date of the conditional notice of termination unless the Contractor submits to the Department a properly signed copy of the amendment, or such modified form of amendment as may be agreeable to the Department, within twenty (20) calendar days after the date of the conditional notice of termination, or such other time as is otherwise specified in the conditional notice.

(f) Department's Remedies Upon Termination For Cause Or For Emergency: Notwithstanding the terms contained in this section, in the event of termination, the Contractor shall not be relieved of liability to the Department for injury or damages sustained by the Department by virtue of any breach of this contract by the Contractor. In the event of termination pursuant to this Section, the Department may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Department from the Contractor is determined. In addition to and notwithstanding the above, Contractor covenants and agrees that, in the event of termination of this Agreement, the Contractor shall pay to the Department, as damages, (a) such sum as, at the time of termination, the Department reasonably determines that it shall require to compensate a subsequent contractor to complete the delivery of the Services, and (b) the sum, reasonably determined by the Department, which will compensate the Department for all the direct and indirect costs resulting from the delays in the delivery of the Services upon the Contractor's Default. The Contractor further covenants and agrees with the Department that the Contractor shall pay all the Department's costs and expenses (including attorney's fees) incurred or paid in obtaining and enforcing any court order favorable to the Department for any obligation of the Contractor under this Contract.

8. Obligation in Event of Termination. Upon termination, all documents, finished or unfinished, data, studies and reports prepared by the Contractor pursuant to this Contract shall become the property of the Department subject to the provisions of Section 13. below. Copies of finished and unfinished documents, data, studies, and reports generated as a necessary part of performing this Contract shall be delivered to the Department upon reasonable request and shall be retained by the Contractor for its future use. Subject to section 7. above, the Department shall promptly pay the Contractor for all services performed and for all costs and uncancellable commitments reasonably incurred as indicated in Attachment B - Budget in performance of the Contract to the effective date of termination, provided the Contractor is not in default of the terms of this Agreement and submits to the Department properly completed invoices, with supporting documentation covering such services no later than forty-five (45) days after the effective date of termination, and that the Contractor make every reasonable effort to minimize or recover costs incurred.

9. Conflict of Interest. No officer or employee of the Commonwealth shall participate in any decision relating to this Contract which affects his/her financial or personal interest or the interest of any corporation, partnership, or association in which s/he is directly or indirectly interested. No officer or employee of the Commonwealth shall have any interest, direct or indirect, in the Contract or the proceeds thereof. The Contractor understands that any person individually named in Attachment C, as described in section 32. below, to provide services under this Contract may become a special state employee subject to provisions of Chapter 268A of the General Laws.

10. Recordkeeping, Audit, And Inspection Of Records.

(a) The Contractor shall maintain books, records and other compilations of data pertaining to the performance of the provisions and requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later.

(b) The Governor, the Secretary of Administration and Finance, the Comptroller, the State Auditor, the Attorney General, the Federal grantor agency, the Department and the Department's Secretary, or any of their duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

(c) Reimbursement for Disallowed Costs. (This section does not apply to Individual Contractors or Research Contracts). The Contractor shall reimburse the Department for any costs (including, but not limited to administrative overhead or fringe benefit rate) or payments disallowed as a result of an audit pursuant to this Agreement or any other Agreement between the Contractor and the Department.

(d) Post - Termination Audit. (This section does not apply to Individual Contractors or Research Contracts). The Department retains the right to conduct an audit after termination of this Agreement. The Department further retains the right to recover costs disallowed as a result of a post termination audit.

(e) Reimbursement Options. (This section does not apply to Individual Contractors or Research Contracts.) The Department, at its option, shall be reimbursed by a lump sum payment, regular monthly payments, or by offsetting against payments due under this Agreement or any other Agreement between the Contractor and the Department including, but not limited to, subsequent Agreements.

(f) If Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to federal audits. Not-for-Profit Corporations that receive federal funds from the Department must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

11. Confidentiality. The Contractor acknowledges that in performance of this Contract it may acquire or have access to "personal data" and become a "holder" of personal data as defined by M.G.L. c. 66A. The Contractor shall comply with all laws and regulations relating to confidentiality and privacy, including but not limited to any rules or regulations of the Department. The Contractor shall at all times recognize the Department's ownership of personal data and the exclusive right and jurisdiction of the Commonwealth and "data subjects" (as defined in Chapter 66A) to control the use of personal data. The Contractor shall immediately notify the Department both orally and in writing if any personal data in the Contractor's possession is subpoenaed, improperly used, copied or removed by anyone except an authorized representative of the Department. Said Contractor shall cooperate with the Department in taking all steps as the Department deems advisable to enjoin misuse, regain possession, and/or otherwise protect the Commonwealth's rights and the data subject's privacy. Contractor shall allow access to any personal data held in his possession solely to those employees of the Department who require such information in performance of their occupational responsibilities. All personal data held by the Contractor shall be delivered to the Department within fourteen (14) calendar days after termination of this Contract. The Contractor agrees to take reasonable steps to insure the physical security of such data under its control, including, but not limited to: fire protection; protection against smoke and water damage; alarm systems; locked files; guards or other devices reasonably expected to prevent loss or unauthorized removal of manually held data; passwords, access logs, badges or other methods reasonably expected to prevent loss or unauthorized access to electronically or

mechanically held data; limited terminal access; access to input documents, and design provisions to limit use of personal data. The Contractor agrees that it will inform each of its employees having any involvement with personal data or other confidential information, of the laws and regulations relating to confidentiality. The Department shall have access at all times to any data maintained pursuant to the Agreement, without the consent of the data subject. The Contractor shall use personal data, and material derived from such data, only as necessary for the performance of this Agreement. Failure of the contractor to comply with the requirements of this section shall be grounds for terminating the contract.

12. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

13. Intellectual Property Rights, Publicity, Publication, Reproduction and Use of Material The Contractor shall at all times obtain the prior written approval of the Department before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Agreement, makes any statement bearing on the work performed or data collected under this Agreement to the press or issues any material for publication through any medium of communication. The Commonwealth shall own the copyright in any and all copyrightable reports, manuals, pamphlets, and other final products specified to be delivered as an element of performance in this Contract (hereinafter "deliverables"). If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Agreement, or of the results and accomplishments attained in such performance, the Commonwealth shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the Department provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program/project is supported in part [in full] by the Commonwealth of Massachusetts [name of Executive Office and the Department]."

(b) (Research Contracts Only) The Commonwealth as copyright owner to the deliverables set forth in section 13. (a) above hereby grants to the Contractor unlimited rights in such deliverables which shall include without limitation the rights to use, reproduce, disclose and publish in any manner and for any purpose whatsoever subject to obtaining any permission required for the inclusion of any copyrighted material in any deliverable. Except with respect to the deliverables set forth in section 13. (a) above, the Commonwealth shall not own the copyright in any article, data, document, study, thesis, dissertation, treatise or other work or product resulting from the performance of this Contract. Any invention or product with potential commercial value which is made in connection with the performance of the research specified to be performed hereunder shall be promptly and fully reported to the Agency. The Department shall have those rights to the invention or product which are reserved by the U.S. Government pursuant to Public Law 96-517 and 98-620 and Federal Acquisition Regulations, Part 27, provided that if the Commonwealth and the U.S. Government take action and one or the other must take precedence, the U.S. Government will prevail.

14. Use and Ownership of Data and Software. The following provisions shall be subject to Section 13. All data acquired by the Contractor from the Department or from others in the performance of the contract, (including but not limited to personal data) shall be and remain the property of the Department. The Department shall be given free and full access at all reasonable times to all such data. All finished or unfinished studies, analyses, flow charts, magnetic tapes, design documents, program specifications, programs, computer source codings and listings, test data, test results, schedules and planning documents, training materials and user manuals, forms, reports, and any other documentation and software, including modifications thereto, prepared, acquired, designed, improved or developed by the Contractor for delivery to the Department under the contract, shall be and remain the property of the Department. Federal agencies providing full or partial funding for documentation and software pursuant to this agreement shall have royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and authorize others to use all such documentation and software. In addition, the Contractor shall retain a perpetual nonexclusive royalty-free license to use, market, and license all such documentation and software it has prepared, acquired, designed, improved or developed. The Contractor shall not disseminate, reproduce, display or publish any report, map, information, data or other materials or documents produced in whole or in part pursuant to this Agreement without the prior written consent of the Department nor shall any such report, map, information, data or other materials or documents be the subject of an application for patent or copyright by or on behalf of the Contractor without the prior written consent of the Department. The Contractor shall use Department-owned data, materials and documents, before or after the termination or expiration of the contract, only as required for the performance of the contract. It will not otherwise use Department-owned or Commonwealth-owned data, materials or documents, nor copy or reproduce the same in any form, except pursuant to express written instructions from the Department. The Contractor further agrees to return Department-owned or Commonwealth-owned data, materials and documents promptly but in no event later than seven (7) calendar days upon the Department's request, in whatever form it is maintained by the Contractor.

15. Ownership of Furnishings and Equipment. Unless otherwise provided by law or a federal grant award, title to all furnishings and equipment provided by the Department under the terms of this or prior Agreements and paid for with public funds shall vest in and be retained by the Department. Any Contractor who is in possession of furnishings or equipment to which the Department has title shall maintain and keep on file a written inventory of all such property. The inventory shall contain but not be limited to the description and location of each item. Upon completion of performance hereunder, the Contractor shall retain such furnishings and equipment in its possession in the same condition as at the commencement of this Agreement, wear and tear only excepted, until such time as the Department requests that such furnishings and equipment be returned to the Department.

16. Anti-Boycott Warranty. During the term of this Contract, neither Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

17. Certification. By signing below the Contractor certifies under the pains and penalties of perjury that pursuant to M.G.L. c.62C s.49A, the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and that pursuant to M.G.L. c.151A s.19A, the Contractor has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System; and pursuant to the provisions of M.G.L. c.7A s.6., that the names of all person having a financial interest in this Contract appear below as follows: (This shall not include any person whose financial interest consists of the holding of one percent (1%) or less of the capital stock of a corporation contracting to provide the services herein. Attach additional sheets as necessary.):

18. Assignment by Contractor. The Contractor shall not assign in whole or in part or otherwise transfer any interest in this Contract without the prior written consent of the Department; provided, however, that present and prospective claims for money due and owing to the Contractor from the Commonwealth hereunder may be assigned to a bank, trust company or other financial institution insured by the Federal Deposit Insurance Corporation (FDIC) without such consent so long as notice of such assignment is promptly furnished to the Department. Any complete or partial assignment of the Contractor's interest in this Contract shall require the assignee, at the Department's discretion, to supply such further information as the Department deems necessary to comply with the Commonwealth rules and regulations governing contracts for services. Any such assignment, in whole or in part, shall also be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the Commonwealth against the Contractor in the absence of such assignment.

19. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Department. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Agreement. The Department shall have the right to obtain a copy of the subcontract upon request.

20. Non-Discrimination in Employment and Affirmative Action. The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4(1); and all relevant administrative orders and executive orders, including Executive Order 227 and Executive Order 246. If a complaint or claim alleging violation by the Contractor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Contractor and its agents agree to cooperate fully with MCAD in the investigation and disposition of such complaint or claim. The Contractor agrees to assume all legal fees and costs in connection with the defense of such claim; provided MCAD deems its conduct to be violative of applicable statutory and regulatory authority. In the event of Contractor's noncompliance with the provisions of this section, the Department shall impose such sanctions as it deems appropriate, including, but not limited to, withholding of payments due the Contractor under this Contract until the Contractor complies; and termination or suspension of this Contract. In accordance with the terms set forth in this contract and pursuant to Executive Order 227, any Contract delineating a maximum obligation of fifty thousand dollars (\$50,000) or more must include an Affirmative Action Plan. The MCAD shall be responsible for determining compliance with this section. Any breach of this section shall be regarded as a material breach and shall be subject to all other sections of this contract. The Department shall have access to all records which are necessary to document compliance with this section in its annual report to MCAD.

21. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor, and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which either the Commonwealth or the Department is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, in any court or wherever pending, in which the other is a party.

22. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed that since the performance dates of this Contract are of the essence and important to the implementation of essential Department work, continued failure to perform for periods aggregating forty-five (45) or more calendar days, even for causes beyond the control of the Contractor, shall afford the Department the right to terminate this Contract without assessment of termination costs or penalties.

23. Compliance With Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders or requirements of any governmental authority relating to the delivery of the services described in this Contract. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and shall indemnify the Department against any liability incurred as a result of a violation of this section.

24. Notice. Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed delivered when given in person to either party or deposited in the U.S. mail, postage prepaid and addressed to the persons and addresses indicated in the Contract or as specified by attachment hereto. A copy of the notice shall also be delivered to the Office of the Comptroller, Procurement Division, One Ashburton Place, 9th Floor, Boston, MA 02108. The notice shall reference the encumbrance number of this document and shall be attached to the original Contract on file in that office.

25. Severability. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

26. Headings and Interpretation. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of this Contract.

27. Indemnification of Commonwealth. Unless otherwise provided by law, the Contractor shall indemnify and hold harmless the Commonwealth against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the

Commonwealth may sustain, incur or be required to pay, arising out of or in connection with services performed under this Contract by reason of any negligent action/inaction or willful misconduct of the Contractor, agent(s) or person(s) employed by the Contractor, or any of its subcontractors; provided that the Contractor is notified of any claim within a reasonable time after the Commonwealth becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, the Contractor shall have the right to disapprove any negotiated settlement. In any event, the Contractor reserves its right to final settlement through the courts of appropriate jurisdiction, subject to the provisions of Section 21. The Commonwealth may elect to indemnify the Contractor for claims arising in tort if it determines that the Contractor performed its obligations under this Contract pursuant to the direct supervision and control of the Commonwealth or its designated agent(s).

28. Insurance. Unless otherwise provided by law, the Contractor shall provide, maintain and require its subcontractors to provide and maintain all insurance for its employees, including disability, worker's compensation and unemployment compensation, in accordance with the statutory requirements of any state where work is performed. The Contractor shall provide adequate proof of the fulfillment of any of the requirements of this section to the Department within seven (7) days of its receipt of a written request. Unless otherwise provide by law, the Contractor shall maintain appropriate casualty insurance for persons and property including but not limited to insurance against loss by fire, malicious mischief, and vandalism, with an insurance company or companies authorized to do business in the Commonwealth of Massachusetts and approved by the Department. Such insurance shall be in an amount not less than the full fair insurable value of the property. Each insurance policy shall name the Department and the Contractor as the insured according to their respective interests. Each insurance policy shall provide (a) that no cancellation or material change shall be made unless the Department has received at least twenty (20) days' written notices; (b) that no act or omission by the Contractor shall invalidate such policy as it applies to the Department; and (c) that the Department shall not be liable for any premiums for or assessments on such policy. The Contractor shall deliver to the Department copies of such policies, certificates or renewals of the insurer with respect thereto in a form satisfactory to the Department, accompanied by evidence of the payment of the premiums for the policies within seven (7) days of a request by the Department.

29. Waivers. All conditions, covenants, duties and obligations contained in this contract can be waived only by written agreement subject to written approval by the Executive Office for Administration and Finance and the approval requirements of section 31. below. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default in breach shall constitute a waiver of any subsequent default or breach. All waivers and approvals must be filed with the Office of the Comptroller.

30. Amendments. No amendment to this Contract shall be effective unless it is executed by authorized representatives of both parties, and approved and filed in accordance with the provisions of section 31. below.

31. Secretariat Approval. Pursuant to M.G.L. c.29 s.29A and the regulations promulgated pursuant thereto, service may not begin, nor will an amendment, extension, or waiver be effective, prior to the date that this Contract, amendment, extension or waiver receives prior written approval of the secretary or his/her delegatee having charge of the Department, or in the case of a non-executive office Department, until the approval of an authorized signatory of the Department. Such approval shall also certify that the Contract, amendment, extension or waiver complies with M.G.L. c.29 s.29A, the regulations promulgated pursuant thereto, and all other requirements of law. No payments will be made until the date that the executed Contract, amendment, extension or waiver, or a certified copy thereof, including all relevant attachments, and the requisite approvals or signatures pursuant to this section have been filed with and approved by the Office of the Comptroller.

32. Attachments. (a) Attachment A - Scope of Services. Please attach a full, detailed description of all the types of services that will be provided pursuant to this Contract, including any dates or other necessary information. Any additional terms and conditions, not in conflict with the terms and conditions of this Contract should also be included.

(b) Attachment B - Budget. Please attach a detailed breakdown of how the Contract funds will be allocated or spent. The Contractor shall only be paid by Department for costs incurred under this Contract in accordance with the "Budget" attached. The Budget should also indicate if the Contractor will be reimbursed for travel, meals or other incidental expenses and any applicable rates. Invoices containing expenses which are not specifically listed or identified in the "Budget" cannot be authorized for payment. Attachments A and B may be combined into one attachment or invoice or estimate which specifically outlines the Scope of Services and applicable rates and costs, except that the invoice or estimate may not exceed the maximum obligation set forth in the Contract.

(c) Attachment C - Key Personnel and Qualifications. Please attach the resumes of all key personnel assigned to perform services under this Contract.

IN WITNESS WHEREOF, the Department and the Contractor have caused this Contract to be executed by their respective authorized officers, as of the last date set forth below.

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT:

CONTRACTOR:

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

date: _____

date: _____

ATTACHMENT D

STANDARD AUTHORIZATION AND DISCLOSURE AFFIDAVIT

A. Authorization for Signature

The Contractor shall list below the name and title of the agent(s) authorized to enter into contract(s) on its behalf:

Name of Agent

Title

The Contract also must submit to the Department a copy of the statement, directive or order expressly authorizing the agent(s) to enter into contract(s) on behalf of the Contractor.

B. Financial Disclosure

Pursuant to M.G.L.c.29, s.29A, the Contract shall list below all income due or to become due to the Contractor for services rendered to the Commonwealth, or any political subdivisions thereof, or any public authority therein, during the term of this Contract.

1. From the Commonwealth of Massachusetts:

Unit

Amounts of Funding

Type of Service

2. From a Political Subdivision:

Unit

Amounts of Funding

Type of Service

3. From a Public Authority:

Unit

Amounts of Funding

Type of Service

C. Statement of Tax Compliance

Pursuant to M.G.L.c.62C, s.49A, I _____, signing on behalf
(Name of Person)
of _____ certify that the

(Business Organization)

aforementioned business organization has filed all state tax returns and paid all taxes as required by law. The Contractor's IRS Employer Identification Number is:

_____.

D. Statement of Beneficial Interest

Pursuant to M.G.L.c.7, s.14A, I hereby state that the true names and addresses of all persons who have a financial interest in the agreement between the Department of Medical Security and _____

(Business Organization)

are listed below in compliance with the provisions of M.G.L.c.7, s.14A:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

E. Certification of Compliance with Filing Requirements

I, _____, on behalf of the

(Name of Person)

_____, certify that said

(Business Organization)

business organization has filed with the appropriate town or city clerk; or officer of the Commonwealth, and paid any required fees pursuant to the Massachusetts General Laws as regards partnerships and/or corporations doing business in the Commonwealth.

F. Statement of Compliance with Employment Security System

Pursuant to M.G.L.c.151A, s.19A(b), I, _____, signing on behalf of

(Name of Person)

_____ certify that the aforementioned

(Business Organization)

employer has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions as required by M.G.L.c.151A.

Signed under the penalties of perjury this _____ day of

_____, 19____.

Signed: _____

Name (Typed): _____

Title: _____

ATTACHMENT D

SAMPLE PROGRAMMATIC AND FISCAL REPORTING FORMATS

SAMPLE

PARTICIPANT CHARACTERISTICS DATA ELEMENTS

1. Application Date
2. Name of Participant
3. Street Address, City, Zip
4. Mailing Address (if needed)
5. Telephone Number
6. Alternate Telephone (if available)
7. Birthdate and Age
8. Sex
9. Race/Ethnic Group
10. Family Status (Single Parent, etc.)
11. Number of Dependents
12. Disabled Status (Handicapped)
13. Limited English Speaking and Native Language
14. Education Status (Dropout, HS Grad or Equiv, Post HS)
15. Highest Grade Completed
16. Labor Force Status (Unemployed, Employed)
17. Current or Last Job
 - a. Employer Name
 - b. Employer Address
 - c. Dates of Employment
 - d. Hourly Wage
 - e. Hours per Week
 - f. SIC Classification of Employer
 - g. Job Title & SOC Classification

SAMPLE

PROGRAM PERFORMANCE OUTCOME DATA ELEMENTS

Number of enrollees

Number and percentage of enrollee:

- completions, terminations, other
- obtaining jobs, certificates, diplomas, upgrades, skills/knowledge, etc.

Types of jobs, upgrades, subsequent training, education, etc.

Wages: current, placement, increased

SAMPLE

NARRATIVE REPORT ELEMENTS

HIGHLIGHTS

Performance Objectives (by each objective):

Activities Accomplished Related to Each Performance Objective:

Significant Achievements:

Problems/Obstacles:

Recommendations for Corrective Strategies:

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S A M P L E

MONTHLY FISCAL EXPENDITURE REPORT

Contractor:

Contract Number:

Billing Period:

Program Name:

COST REIMBURSEMENT

Program Component:	Approved Reimbursable Cost	Balance to Date	Amount this Invoice	Current Balance
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PROGRAM STAFF SALARIES:

Position: FTE:

Fringe Benefits:	\$ _____	\$ _____	\$ _____	\$ _____
------------------	----------	----------	----------	----------

TOTAL PROGRAM STAFF SALARIES:	\$ _____	\$ _____	\$ _____	\$ _____
--------------------------------------	----------	----------	----------	----------

OTHER PROGRAM EXPENDITURES:	\$ _____	\$ _____	\$ _____	\$ _____
------------------------------------	----------	----------	----------	----------

Consultant/Subcontractor Fees:	\$ _____	\$ _____	\$ _____	\$ _____
--------------------------------	----------	----------	----------	----------

Staff Travel:	\$ _____	\$ _____	\$ _____	\$ _____
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Consultant/Subcontractor Travel:	\$ _____	\$ _____	\$ _____	\$ _____
----------------------------------	----------	----------	----------	----------

Rent:	\$ _____	\$ _____	\$ _____	\$ _____
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Student Scholarship:	\$ _____	\$ _____	\$ _____	\$ _____
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Stipends:	\$ _____	\$ _____	\$ _____	\$ _____
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Other:	\$ _____	\$ _____	\$ _____	\$ _____
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TOTAL OTHER PROGRAM EXPENDITURES:	\$ _____	\$ _____	\$ _____	\$ _____
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see next page

S A M P L E
MONTHLY FISCAL EXPENDITURE REPORT
Page Two

	Approved Reimbursable Cost	Amount Balance to Date	this Invoice	Current Balance
SUPPLIES:				
Educational Materials:				
Training Materials:				
Office Supplies:				
Other:				
TOTAL SUPPLY EXPENDITURES:				
	\$ _____	\$ _____	\$ _____	\$ _____
ADMINISTRATIVE SUPPORT _____%	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL COST REIMBURSEMENT:				
	\$ _____	\$ _____	\$ _____	\$ _____

PERFORMANCE OBJECTIVES

TOTAL PERFORMANCE OBJECTIVES:				
	\$ _____	\$ _____	\$ _____	\$ _____
INVOICE TOTAL:		\$ _____		

ATTACHMENT E

SAMPLE IMPLEMENTATION PLAN FORMAT

Example:

<u>PROJECT PERFORMANCE OBJECTIVES AND ACTIVITIES</u>	<u>RESPONSIBLE AGENTS</u>	<u>TIMELINE</u>	<u>OUTCOMES</u>
Performance Objective: (re: Contracting)	Program Coordinator	July-August	____ Contracts negotiated ____ Contracts submitted to DMS ____ % Contracts completed ____ % Contracts approved by DMS
Activity: Conduct ____ Contract Negotiation Session: Finalize ____ Contracts Submit ____ Contracts to DMS			____ Contracts executed

ATTACHMENT F

COVER SHEET

BIDDER ORGANIZATION INFORMATION:

LEGAL NAME:

ADDRESS:

TELEPHONE:

EXECUTIVE DIRECTOR:

PROJECT NAME:

PROJECT ADDRESS:

PROPOSAL CONTACT PERSON:

Signature in blue ink of individual authorized to sign contracts

Print Name _____

Title _____ Date _____

ATTACHMENT G

MANDATORY CONTRACT PROVISIONS FORM

The undersigned guarantees the costs in this proposal for 120 days, and agrees to accept a request for an oral presentation.

The undersigned accepts unconditionally and without reservation all of the terms and conditions set forth in Attachment C to the RFP to which this proposal responds. The undersigned further agrees to the incorporation of any and all of those terms and conditions, in their entirety and without modification, into any contract resulting from the RFP and this proposal.

Vendor Name

Signature in blue ink of authorized officer

Name and Title of Authorized Officer

